

SUPPLEMENTAL AGREEMENT
DATED AS OF OCTOBER 31, 1972
AMENDING
CONDITIONAL SALE AGREEMENT
DATED AS OF MAY 15, 1972

6626-A
RECORDATION NO. _____ Filed & Recorded
NOV 27 1972 - 3 40 PM
INTERSTATE COMMERCE COMMISSION

BETWEEN

THE DARBY PRODUCTS OF STEEL PLATE CORPORATION

and

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

AND

AGREEMENT AND ASSIGNMENT

DATED AS OF MAY 15, 1972

BETWEEN

THE DARBY PRODUCTS OF STEEL PLATE CORPORATION

and

THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY

Filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on _____, 1972, recordation number _____.

SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT, dated as of October 31, 1972, by and among THE DARBY PRODUCTS OF STEEL PLATE CORPORATION, a Kansas corporation (hereinafter the "Manufacturer"), THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation (hereinafter the "Railroad"), and THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY, a national banking association with principal place of business at Tenth and Grand Avenue, Kansas City, Missouri 64106 (hereinafter "Assignee").

WHEREAS, the Manufacturer and the Railroad have entered into a Conditional Sale Agreement dated as of May 15, 1972 (hereinafter the "Conditional Sale Agreement"), pursuant to which the Manufacturer agreed to construct, sell and deliver to the Railroad and the Railroad agreed to purchase the railroad equipment described in Schedule A to the Conditional Sale Agreement (hereinafter the "Equipment"); and

WHEREAS, the Manufacturer thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to each unit of the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of May 15, 1972 (hereinafter the "Assignment") entered into by and between the Manufacturer and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in

accordance with Section 20c of the Interstate Commerce Act on June 12, 1972, under recordation number 6626; and

WHEREAS, the parties hereto now desire to amend the Conditional Sale Agreement and Assignment to extend the period of time within which delivery of the Equipment is to be effected, closing dates are to be set, and payment is to be made and to extend accordingly the dates on which payments of principal and interest will be due and payable under the Conditional Sale Agreement and Assignment;

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

Section 1. Delivery. Schedule A of the Conditional Sale Agreement is hereby amended to extend the period of time during which the Equipment shall be delivered to the Railroad, so that the final date for delivery of such Equipment shall be December 29, 1972. The covenant of the Manufacturer to deliver contained in Section 2 of the Assignment is hereby modified to permit delivery in accordance with this Supplemental Agreement.

Section 2. Interim Closing Dates. The Conditional Sale Agreement is hereby amended to change the definition of "Interim Closing Date". As amended hereby, such term means (wherever used in the Conditional Sale Agreement or Assignment), with respect to any Group of the Equipment, such date (on or prior to September 22, October 13, November 15, and December 15, respectively) not

more than ten business days following the presentation by the Manufacturer to the Railroad of the invoice and the Certificates of Acceptance for such Group, as shall be fixed by the Railroad in the manner designated in the Conditional Sale Agreement.

Section 3. Final Closing Date. The Conditional Sale Agreement is hereby amended to change the definition of "Final Closing Date". As amended hereby, such term means (wherever used in the Conditional Sale Agreement or Assignment) such date (on or prior to December 29, 1972) not more than ten business days following the presentation by the Manufacturer to the Railroad of the final invoice and final Certificate or Certificates of Acceptance, as shall be fixed by the Railroad in the manner designated in the Conditional Sale Agreement.

Section 4. Further Clarifying Amendment. The Assignment is hereby amended to add the phrase "or in any Supplemental Agreement" after the term "Conditional Sale Agreement" where it first appears in Section 5 of such Assignment. As amended, the Section requires the payment by the Assignee of the Purchase Price of the units of Equipment comprising a Group on the Interim Closing Dates and the Final Closing Date, fixed pursuant to this Supplemental Agreement or any later Supplemental Agreement, rather than on those dates fixed by the Conditional Sale Agreement.

Section 5. Recording. The Railroad will promptly cause this Supplemental Agreement to be filed and recorded with the

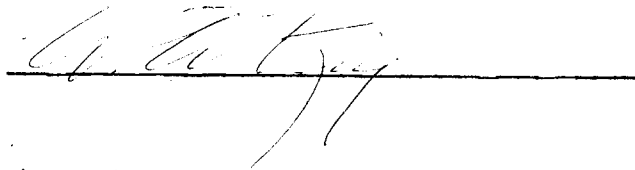
Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

Section 6. No Recission of Prior Agreements. Except as expressly amended, modified or supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain in full force and effect.

Section 7. Counterparts. This Supplemental Agreement may be executed in any number of counterparts, each of which taken so executed shall be deemed to be an original, but when taken together shall constitute but one Supplemental Agreement. This Supplemental Agreement shall be effective on the date when the counterparts which, taken together bear signatures of all parties hereto, shall have been received by the Assignee.

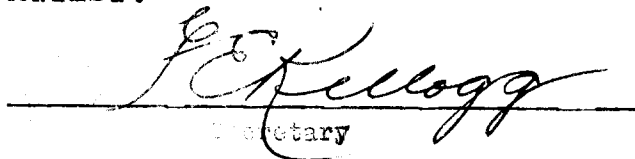
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ATTEST:



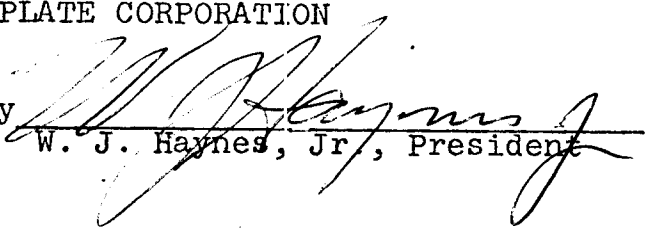
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ATTEST:


Secretary


THE DARBY PRODUCTS OF STEEL
PLATE CORPORATION

By


W. J. Haynes, Jr., President

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By


L. O. Frith, Executive Vice
President

THE CITY NATIONAL BANK AND TRUST
COMPANY OF KANSAS CITY

(Seal)

ATTEST:

By

[Signature]
Ex. Vice President

[Signature]
Asst. Secretary

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

On this 21st day of November, 1972, before me personally appeared W. J. HAYNES, JR., to me personally known who, being by me duly sworn, says that he is President of The Darby Products of Steel Plate Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires:

12 Dec 1973

[Signature]
Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 22nd day of November, 1972, before me personally appeared L. O. FRITH, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of The Kansas City Southern Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that

said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

E. R. Gibbins

Notary Public

My Commission Expires:

November 30, 1973

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.

On this 17 day of November, 1972, before me personally appeared C. W. Schupp, to me personally known who, being by me duly sworn, says that he is Executive Vice President of The City National Bank and Trust Company of Kansas City, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jean McKinney Tate

Notary Public

My Commission Expires:

My Commission Expires Aug. 17, 1975